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Attorneys for Certain Interested Underwriters at Lloyd's, London

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CERTAIN INTERESTED  
UNDERWRITERS AT LLOYD'S,  
LONDON,

Plaintiff,

vs.

NYK LINE (NORTH AMERICA),  
INC. and DOES 1 to 100,

Defendants.

Case No.:

**COMPLAINT FOR:**

- 1) **BREACH OF CARRIAGE OF  
GOODS BY SEA ACT (46. U.S.C.  
§ 30701, *et seq.*)**
- 2) **BREACH OF CONTRACT**
- 3) **NEGLIGENCE**
- 4) **DECLARATORY RELIEF**

Plaintiff Certain Interested Underwriters at Lloyd's, London ("Underwriters"),  
by and through its attorneys Wilson, Elser, Moskowitz, Edelman & Dicker LLP,  
allege for its Complaint herein:

**PARTIES**

1. Underwriters are insurance syndicates which are domiciled in London,  
England. Underwriters subscribe to Policy No. JY753013D issued to YS Garments,  
Inc. dba Next Level Apparel who is located in Gardena, California.

2. Defendant NYK is incorporated under the laws of the State of Delaware  
with its principal place of business located in Secaucus, New Jersey. At all times  
relevant to this dispute, NYK was and is authorized to do business in California.

1 **JURISDICTION**

2 3. This Court has jurisdiction over this Admiralty and Maritime claim  
3 within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28  
4 U.S.C. Section 1333.

5 **VENUE**

6 4. Pursuant to 28 U.S.C. 1391, venue is proper for this matter because a  
7 substantial portion of the events giving rise to this action occurred in this District.  
8 Defendant NYK delivered the container shipments to the Port of Los Angeles, and  
9 offloaded within the Yusen Terminal in Harbor City, California. The containers  
10 were then transported and delivered to Next Level at its place of business in Gardena,  
11 California. The damage to the merchandise was discovered and incurred in Gardena,  
12 California. The witnesses to the damage, investigation of the damage to the  
13 merchandise and testing of the damage to the merchandise including saltwater and  
14 mold spores, foulage, and the amount and nature of the damages incurred and paid  
15 are located in this District.

16 **GENERAL ALLEGATIONS**

17 5. Underwriters' insured Next Level placed several "Orders" with  
18 manufacturer/supplier NCT, S.A. - Managua, Nicaragua ("NCT") for various t-  
19 shirts/tops. The "Terms of Sale" were FOB Origin.

20 6. In late November/early December 2013, NCT completed the "Orders",  
21 and Next Level secured the Freight Agent services of CAF Worldwide, Inc. ("CAF"),  
22 for pick-up and delivery assistance.

23 7. The completed "Orders" required 15 Container units, and for completion  
24 of this endeavor, CAF secured the Carrier services of NYK Lines c/o NICA  
25 Transport.

26 8. Underwriters are informed and believe and on that basis allege each  
27 individual t-shirt, top, and/or garment were packaged, sealed and wrapped. The  
28

1 individual packaged, sealed and wrapped garments were then placed in cartons. The  
2 cartons were then placed in shipping containers.

3 9. Thereafter, said Containers were delivered to NCT for loading of the  
4 goods. This included Container No's. NYKU4043191 and NYKU4810457.

5 10. Subsequent to the NCT loading activities, Seal No. N1S00001543 was  
6 attached to Container No. NYKU4043191, and Seal No. NIS00001705 was attached  
7 to Container No. NYKU4810457.

8 11. On an unknown date, the loaded, sealed containers were conveyed to the  
9 Port of Corinto – Nicaragua, and on December 18, 2013, they were “Laden On  
10 Board” the Vessel “Ena”, Voyage No. 113W, owned and operated by Defendant  
11 NYK.

12 12. On or about January 2, 2014, the Container shipments were delivered to  
13 the Port of Los Angeles, and offloaded within the Yusen Terminal in Harbor City,  
14 California.

15 13. On January 8, 2014, Container No. NYKU4043191 was obtained and  
16 delivered to Next Level. At the time of delivery, there was no evidence of exterior  
17 damage. However, when the Container doors were opened, Next Level discovered  
18 what appeared to be damage to the lower rows of merchandise. The damage extended  
19 back several rows, and there was a strong, foul odor.

20 14. Given this, Next Level refrained from completing their off-loading  
21 activities, and alerted their insurance broker.

22 15. On January 9, 2014, Container No. NYKU4810457 was obtained and  
23 delivered to Next Level. Once again, there was no evidence of exterior damage.  
24 However, when the Container doors were opened, Next Level discovered what  
25 appeared to be damage to the base level cartons.

26 16. Due to the insured's report of property damage to all or portions of the  
27 merchandise, Underwriters engaged consultants to determine the extent, cost, cause  
28

1 and amount of the damage and any potential salvage. It was later discovered that the  
2 cause of the damage was sea water intrusion.

3 17. Ensuing investigations disclosed the first 2-3 levels of merchandise  
4 within each Container unit had sustained direct water damage, and the balance of the  
5 shipments may have been exposed to mold spores.

6 18. NYK failed to properly secure the shipping containers from water  
7 damage and/or failed to protect and avoid damage to Next Level's merchandise  
8 within the containers, resulting in damage to Next Level's merchandise.

9 19. Next Level claimed that as a result of the water damage to its  
10 merchandise, it sustained damages that were covered under its Open Cargo Stock  
11 Throughput insurance policy with Underwriters. Next Level's damages consist of,  
12 *inter alia*, destruction of thousands of units of merchandise due to water damages,  
13 moisture damages and mold damages.

14 20. Underwriters determined that Next Level's claim was covered by its  
15 Open Cargo Stock Throughput insurance policy and suffered damages in the amount  
16 of \$122,310.93.

17 21. Underwriters' third party administrator, McLarens Global Claims  
18 Services, issued a letter dated February 9, 2015 to NYK Line's Claims Department  
19 putting NYK on notice of the total amount of damages which NYK had caused to  
20 Next Level's merchandise.

21 22. As a result of the payments made to and incurred on behalf of its insured  
22 Next Level for the subject damage, Underwriters are legally, equitably and  
23 contractually subrogated to the rights of its insured to the extent of Underwriters  
24 payments.

25 **FIRST CLAIM**

26 **(Carriage of Goods by Sea Act)**

27 23. Underwriters adopts and incorporates by reference Paragraphs 1-22.

28 ///

24. NCT tendered the cargo to NYK Line on or about December 17, 2013 for receipt by Next Level in good order and condition as evidenced by Sea Waybill No. NYKS7300139082 for container NYKU4043191 and Sea Waybill No. NYKS7300139080 for container NYKU4810457 (*see* Exhibit A) and by Bill of Lading No. NT-AG-2013-331 for Sea Waybill No. NYKS7300139082 and Bill of Lading No. NT-AG-2013-329 for Sea Waybill No. NYKS7300139080. (*See* Exhibit B.)

25. NYK Line failed to make delivery of the shipment in good order and condition in accordance with the terms and conditions of the bill of lading and the sea waybill and the United States Carriage of Goods by Sea Act, 46. U.S.C. § 30701, *et seq.*

26. Underwriters suffered economic damages in the amount of \$122,310.93 as a direct result of NYK Line's failure to make delivery of the cargo undamaged.

## **SECOND CLAIM**

### **(Breach of Contract)**

27. Underwriters adopts and incorporates by reference Paragraphs 1-26.

28. Underwriters, as subrogee of insured Next Level, the express beneficiary of the contract with NYK, is entitled to assert cargo loss/damage claims against NYK.

29. NYK breached its contract with Next Level because NYK failed to make delivery in accordance with its terms and conditions.

30. NYK's breach caused Underwriters to incur economic damages which it is entitled to recover from NYK.

## **THIRD CLAIM**

### **(Negligence)**

31. Underwriters adopts and incorporates by reference Paragraphs 1-30.

32. As the shipper, NYK had a duty to Next Level to deliver its cargo in good order and condition.

1 33. NYK negligently failed to ensure that container number NYKU4043191  
2 and container number NYKU4810457 were delivered in a dry condition as required  
3 by the bills of lading and sea waybills.

4 34. NYK's negligence resulted in a loss of portions of the shipment  
5 containing dry goods suffered by Next Level and caused Underwriters to incur  
6 economic damages as subrogee of Next Level.

7 **FOURTH CLAIM**  
8 **(Declaratory Relief)**

9 35. Underwriters adopts and incorporates by reference Paragraphs 1-34.

10 36. A dispute has arisen, and an actual controversy exists, between Plaintiff  
11 and Defendant, concerning the respective rights, duties and obligations of Plaintiff  
12 and Defendant with regard to the shipment of damaged goods and with regard to  
13 Underwriters' claim as subrogee of Next Level to seek reimbursement. Plaintiff  
14 respectfully requests a declaration of rights and duties of NYK as to Underwriters  
15 pursuant to 28 U.S.C. § 2201.

16 37. Underwriters is informed and believes, and thereon alleges that NYK  
17 denies any breach of duty on its part and further denies, by implication, that it is  
18 obligated to reimburse Underwriters for its coverage of the loss to Next Level  
19 regarding water damaged shipments.

20 WHEREFORE Underwriters seeks recovery as set forth in the Prayer for  
21 Relief of this Complaint.

22 **JURY DEMAND**

23 Pursuant to Federal Rule of Civil Procedure 38, Underwriters respectfully  
24 demands a jury on all triable issues.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Underwriters, as subrogee of Next Level Apparel, demands:

27 1. Judgment in the sum of \$122,310.93 be entered in favor of Underwriters  
28 together with interest and costs;

1           2.     Consequential damages resulting from NYK's failure to deliver the  
2 goods as promised;

3           3.     A declaration by the Court of the parties' respective rights and  
4 obligations pursuant to 28 U.S.C. § 2201; and

5           4.     Such other and further relief as this Court deems just and proper.  
6

7           Respectfully submitted,

8           Dated: August 3, 2015

**WILSON, ELSER, MOSKOWITZ,  
EDELMAN & DICKER LLP**

9           By: /s/ Peter M. Hughes  
10           Peter M. Hughes, Esq.  
11           Patrick W. Berry, Esq.  
12           Attorneys for Plaintiff  
13           Certain Underwriters at Lloyds, London  
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## EXHIBIT A





COPY NON NEGOTIABLE

SEA WAYBILL

SHIPPER/EXPORTER NICA TRANSPORT (ASIMEX NICA-OPS) ESTATUA MONTOYA 1 1/2 C. ARRIBA MANAGUA, NICARAGUA TEL: (505) 8904-5898 CTC: LAUREN FONSECA		BOOKING NO. 7300139082		SEA WAYBILL NO. NYKS7300139082	
CONSIGNEE CAF WORLDWIDE INC. 154-09 146TH AVE. JAMAICA, NY 11434 (718) 978-5858/(718) 527-1808 TORIE COLEMAN / NICOLE NAPOLITANO		EXPORT REFERENCES (for the merchant's and/or carrier's reference only. See back clause 8(1)(b)) SC1301712, SC1301712V38			
NOTIFY PARTY (It is agreed that no responsibility shall be attached to the Carrier or its Agents for failure to notify) CAF WORLDWIDE INC. 154-09 146TH AVE. JAMAICA, NY 11434 (718) 978-5858/(718) 527-1808 TORIE COLEMAN / NICOLE NAPOLITANO		FORWARDING AGENT-REFERENCES FMC NO.			
PRE-CARRIAGE BY		PLACE OF RECEIPT MANAGUA		RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise indicated herein, the Goods, or package(s) said to contain the Goods, to be carried subject to all the terms and conditions herein.	
OCEAN VESSEL VOYAGE NO. FLAG ENA 113W		PORT OF LOADING CORINTO		Delivery of the Goods to the Carrier for Carriage hereunder constitutes the Merchant's acceptance of all the stipulations, exceptions, terms and conditions of this Bill as fully as if signed by him, any contrary local custom or privilege notwithstanding. This Bill supersedes all prior agreements or freight engagements for the Goods.	
PORT OF DISCHARGE LOS ANGELES		PLACE OF DELIVERY LOS ANGELES		If required by the Carrier, this Bill (duly endorsed if it is negotiable) must be surrendered in exchange for the Goods or delivery order. Where issued as a Sea Waybill, this Bill is not negotiable or a document of title and delivery shall be made to the named consignee on production of such reasonable proof of identity as may be required by the Carrier.	
		FINAL DESTINATION (for the Merchant's reference only)		In witness whereof, the undersigned, on behalf of Nippon Yusen Kaisha and the Vessel and/or her owner, has signed the number of Bills stated hereunder, all of this tenor and date. Where issued as a Bill of Lading, delivery may be made against only one original Bill in which case, the others shall stand void.	
		TYPE OF MOVEMENT (IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD)		FCL / FCL DOOR / CY	
(CHECK "HM" COLUMN IF HAZARDOUS MATERIAL) PARTICULARS DECLARED BY SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER					
CNTR. NOS. WISEAL NOS. MARKS & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	H M	DESCRIPTION OF GOODS	GROSS WEIGHT	GROSS MEASUREMENT
NYKU4043191 / NIS00001543 /	1271 CARTONS		/FCL / FCL	/40HQ/13961.410KGS/	
	1271 CARTONS		SLIM FIT V NECK S/S 100% COTTON (STYLE 3200) SLIM FIT S/S CREW 100% COTTON (STYLE 3600) MENS TANK TOP 100% COTTON (STYLE 3633) S/S CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6010) TRIBLEND DOLMAN 50% POLY / 25% COTTON / 25% RAYON (STYLE 6760) GIRLS L/S CREW NECK 100% COTTON (STYLE 3711) SPANDEX JERSEY TANK 57% COTTON/ 38% POLY / 5% SPANDEX	13961.410KGS NET WEIGHT 13554.770KGS	53.310CBM
** TO BE CONTINUED ON ATTACHED LIST **					
Declared Cargo Value US\$ . If Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged					
FREIGHT & CHARGES PAYABLE AT / BY:		SERVICE CONTRACT NO. SC1301712		DOC FORM NO. COMMODITY CODE EXCHANGE RATE	
NEW YORK				[O] ORIGINAL BILL(S) HAVE BEEN SIGNED.	
CODE	TARIFF ITEM	FREIGHTED AS	RATE	PREPAID	COLLECT
					DATE CARGO RECEIVED 17 DEC 2013 DATE LADEN ON BOARD 18 DEC 2013 PLACE OF BILL(S) ISSUE BOISE DATED 18 DEC 2013
The printed terms and conditions on this Bill are available at its website at www.nykline.com.					SIGNED BY: NYK LINE (NORTH AMERICA) INC. as agent for and on behalf of

NIPPON YUSEN KAISHA  
(NYK LINE), AS CARRIER

PAGE: 2 OF 2

## COPY NON NEGOTIABLE

VESSEL VOYAGE: ENA 113W

B/L NO.: NYKS7300139082

CNTR NOS. W/SEAL NOS. MARKS & NUMBERS	QUANTITY (PLR CUSTOMS DECLARATION ONLY)	H M	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
			(STYLE 3533) S/S CREW NECK 60% COTTON / 40% POLY (STYLE 6210) BOYS S/S CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6710) JUNIOR TRIBLEND TANK TOP 50% POLY / 25% COTTON / 25% RAYON (STYLE 6733) SLIM FIT L/S CREW 100% COTTON (STYLE 3601) S/S SCOOP CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6730) S/S V NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6740) L/S SCOOP CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6731)  INVOICE NCT-NL-835(918) NCT-NL-836(919)		
OCEAN FREIGHT COLLECT DESTINATION CHARGES COLLECT PER LINE TARIFF AND OTHER CHARGES TO BE COLLECTED FROM THE PARTY WHO LAWFULLY DEMANDS DELIVERY OF THE CARGO WITHOUT PREJUDICE TO THE CARRIER'S RIGHTS AGAINST THE MERCHANT (SEE BACK ARTICLE 1(H)) AS SET OUT AT BACK ARTICLE 23(6)					

SIGNED NYK LINE (NORTH AMERICA) INC.

BY:

as agent for and on behalf of

 NIPPON YUSEN KAISHA  
 (NYK LINE), AS CARRIER



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SEA WAYBILL

SHIPPER/EXPORTER NICA TRANSPORT (ASIMEX NICA-OPS) ESTATUA MONTTOYA 1 1/2 C. ARRIBA MANAGUA, NICARAGUA TEL: (505) 8904-5898 CTC: LAUREN FONSECA		BOOKING NO. 7300139080 SEA WAYBILL NO. NYKS7300139080 <small>EXPORT REFERENCES (for the merchant's and/or carrier's reference only. See back clause 8(1)(b))</small> SC1301712, SC1301712V38
CONSIGNEE CAF WORLDWIDE INC. 154-09 146TH AVE. JAMAICA, NY 11434 (718) 978-5858/(718) 527-1808 TORIE COLEMAN / NICOLE NAPOLITANO		FORWARDING AGENT-REFERENCES FMC NO.  RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise indicated herein, the Goods, or package(s) said to contain the Goods, to be carried subject to all the terms and conditions herein. Delivery of the Goods to the Carrier for Carriage hereunder constitutes the Merchant's acceptance of all the stipulations, exceptions, terms and conditions of this Bill as fully as if signed by him, any contrary local custom or privilege notwithstanding. This Bill supersedes all prior agreements or freight engagements for the Goods. If required by the Carrier, this Bill (duly endorsed if it is negotiable) must be surrendered in exchange for the Goods or delivery order. Where issued as a Sea Waybill, this Bill is not negotiable or a document of title and delivery shall be made to the named consignee on production of such reasonable proof of identity as may be required by the Carrier. In witness whereof, the undersigned, on behalf of Nippon Yusen Kaisha and the Vessel and/or her owner, has signed the number of Bills stated hereunder, all of this tenor and date. Where issued as a Bill of Lading, delivery may be made against only one original Bill in which case, the others shall stand void.
NOTIFY PARTY (It is agreed that no responsibility shall be attached to the Carrier or its Agents for failure to notify) CAF WORLDWIDE INC. 154-09 146TH AVE. JAMAICA, NY 11434 (718) 978-5858/(718) 527-1808 TORIE COLEMAN / NICOLE NAPOLITANO		
PRE-CARRIAGE BY  OCEAN VESSEL VOYAGE NO. FLAG ENA 113W	PLACE OF RECEIPT MANAGUA  PORT OF LOADING CORINTO	FINAL DESTINATION (for the Merchant's reference only)  TYPE OF MOVEMENT (IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELDS) FCL / FCL DOOR / CY
PORT OF DISCHARGE LOS ANGELES	PLACE OF DELIVERY LOS ANGELES	

(CHECK "H" COLUMN IF HAZARDOUS MATERIAL) PARTICULARS DECLARED BY SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER				
CNTR. NOS. WISEAL NOS. MARKS & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	H/M	DESCRIPTION OF GOODS	GROSS WEIGHT GROSS MEASUREMENT
NYKU4810457 / NIS00001705 /	1375 CARTONS		1375 CARTONS / FCL / FCL	/40HQ/14227.530KGS/
	1375 CARTONS		1375 CTNS (97,976PCS) SLIM FIT S/S CREW 100% COTTON (STYLE 3600) S/S CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6010) BASIC JR. CREW NECK S/S TEE 100% COTTON (STYLE 3900)  TRIBLEND DOLMAN 50% POLY / 25% COTTON / 25% RAYON (STYLE 6760) GIRLS S/S CREW NECK 100% COTTON (STYLE 3710) SPANDEX JERSEY TANK 57% COTTON/ 38% POLY / 5% SPANDEX	14227.630KGS NET WEIGHT 13813.230KGS
** TO BE CONTINUED ON ATTACHED LIST **				

Declared Cargo Value US\$ . If Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged.

FREIGHT & CHARGES PAYABLE AT / BY:				SERVICE CONTRACT NO.	DOC FORM NO.	COMMODITY CODE	EXCHANGE RATE	[0] ORIGINAL BILL(S) HAVE BEEN SIGNED.
NEW YORK				SC1301712				
CODE	TARIFF ITEM	FREIGHTED AS	RATE	PREPAID	COLLECT			
						DATE CARGO RECEIVED 17 DEC 2013 DATE LADEN ON BOARD 18 DEC 2013 PLACE OF BILL(S) ISSUE BOISE DATED 18 DEC 2013		
The printed terms and conditions on this Bill are available at its website at www.nykline.com.						SIGNED BY: NYK LINE (NORTH AMERICA) INC. as agent for and on behalf of		

NIPPON YUSEN KAISHA  
(NYK LINE), AS CARRIER

PAGE: 2 OF 2

## COPY NON NEGOTIABLE

VESSEL VOYAGE: ENA 113W

B/L NO.: NYKS7300139080

CNTR. NOS. W/SEAL NOS. MARKS & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	H M	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
			(STYLE 3533) S/S CREW NECK 60% COTTON /40% POLY (STYLE 6210) BOYS S/S CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6710) JUNIOR TRIBLEND TANK TOP 50% POLY / 25% COTTON / 25% RAYON (STYLE 6733) S/S SCOOP CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6730) S/S V NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6740) BOYS S/S CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6310)  INVOICE NCT-NL-831(914) NCT-NL-832(915)		
OCEAN FREIGHT COLLECT DESTINATION CHARGES COLLECT PER LINE TARIFF AND OTHER CHARGES TO BE COLLECTED FROM THE PARTY WHO LAWFULLY DEMANDS DELIVERY OF THE CARGO WITHOUT PREJUDICE TO THE CARRIER'S RIGHTS AGAINST THE MERCHANT (SEE BACK ARTICLE 1(H)) AS SET OUT AT BACK ARTICLE 23(6)					

SIGNED NYK LINE (NORTH AMERICA) INC.  
 BY. \_\_\_\_\_, as agent for and on behalf of

NIPPON YUSEN KAISHA  
 (NYK LINE), AS CARRIER

## EXHIBIT B



## NICATransport GROUP

COMBINED TRANSPORT  
BILL OF LADING

SHIPPER/EXPORT NCT SA PARQUE INDUSTRIAL LAS MERCEDES MODULO # 37-38 KM 12 1/2 CARRTERA NORTE MANAGUA, NICARAGUA TELF (505) 2 - 233 - 2438 / 33		DOCUMENT NO. NYKS7300139082	B/L NUMBER NT-AG-2013-331
CONSIGNEE YS GARMENT INC. DBA NEXT LEVEL APPAREL 15730 SOUTH FIGUEROA STREET GARDENA, CA 90248 PH: (310)631-4955		EXPORT REFERENCE NCT NL - 835(918) / NCT NL - 836(919)	
NOTIFY PARTY CAF WORLDWIDE INC. 154-09 146th Ave Jamaica, NY 11434  PH: (718)978-5858		FORWARDING AGENT REFERENCES NICATransport GROUP / (ASIMEX NICA-OPS) PH: 2254-5566 / CEL: 505 8904 5898 MANAGUA, NICARAGUA / CTC: LAUREN FONSECA	
PRE-CARRIAGE BY		POINT AND COUNTRY OF ORIGIN MANAGUA, NICARAGUA	
OCEAN VESSEL VOYAGE NYK ENA V-113		DOMESTIC ROUTING/EXPORT INSTRUCTIONS PLEASE ALSO NOTIFY CAF WORLDWIDE INC. 154-09 146th Ave  Jamaica, NY 11434 PH: (718)978-5858 ATN: TORIE/NICOLE	
PORT OF DISCHARGE LOS ANGELES, CA		PLACE OF RECEIPT MANAGUA, NICARAGUA	
PORT OF LOADING CORINTO, NIC		FINAL DESTINATION (FOR THE MERCHANT'S REFERENCE ONLY)	
PLACE OF DELIVERY LOS ANGELES, CA			

## PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO OF CONT OR OTHER PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
AS ADDRESSED MANAGUA, NIC  1X40HC CONTAINER No. NYKU - 404319-1  SEAL NO. NIS 00001543  MERCHANDISE ORIGEN OF NICARAGUA	1,269 CTNS	<p>DRY CONTAINER SAID TO CONTAIN: SHIPPER'S LOAD &amp; COUNT &amp; SEALED</p> <p>SLIM FIT V NECK S/S 100% COTTON (STYLE 3200) SLIM FIT S/S CREW 100% COTTON (STYLE 3600) MENS TANK TOP 100% COTTON (STYLE 3633) S/S CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6010) TRIBLEND DOLMAN 50% POLY / 25% COTTON / 25% RAYON (STYLE 6760) GIRLS L/S CREW NECK 100% COTTON (STYLE 3711) SPANDEX JERSEY TANK 57% COTTON/ 38% POLY / 5% SPANDEX (STYLE 3533) S/S CREW NECK 60% COTTON / 40% POLY (STYLE 6210) BOYS S/S CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6710) JUNIOR TRIBLEND TANK TOP 50% POLY / 25% COTTON / 25% RAYON (STYLE 6733) SLIM FIT L/S CREW 100% COTTON (STYLE 3601) S/S SCOOP CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6730) S/S V NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6740) L/S SCOOP CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6731)</p> <p>DIFERENTS COLOURS AND SIZES TOTAL: 1,269 CTNS (89,707 PCS) INVOICE No NCT NL - 835(918) / NCT NL - 836(919)</p> <p>SAY: 1X40'HC ONE CONTAINER ONLY SEA WAY BILL</p>	13,961.41 KG	53.31 CBM
"FREIGHT COLLECT" "EXPRESS RELEASE"			LADEN ON BOARD DIC 17TH, 2013 NYK ENA V-113	

FREIGHT AND CHARGES	REVENUE TONS RATE	PREF	COLL	REMARKS
OCEAN FREIGHT COLLECT AS ARRANGED				<p>Received by the Carrier from the shipper in apparent good order and condition unless otherwise indicated herein, the goods, or the container(s) or package(s) said to contain the cargo herein mentioned, to be carried subject to all the terms and conditions provided for on the face and back of this Bill of Lading by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, from the place of receipt or the port of loading to the port of discharge or the place of delivery shown herein and there to be delivered unto order or assigns.</p> <p>In accounting this Bill of Lading, The Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped or printed, as fully as if signed by the Merchant, and local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagements for and in connection with the carriage of the goods are superseded by this Bill of Lading.</p> <p>In witness whereof, the undersigned, on behalf of CAF WORLDWIDE INC has signed three (3) Bill(s) of Lading stated above, all of this tenore and date, one of which being accomplished, the others to stand void.</p>
				<p>B/L NO NYKS7300139082 12/12/2013 DATE &amp; PLACE ISSUED</p> <p>BY NICATransport GROUP AS AGENT FOR NYK LINE SERVICES SERVICE CARRIER AUTHORIZED REPRESENTATIVE OF CARRIER</p>

**NICATransport GROUP****COMBINED TRANSPORT  
BILL OF LADING**

SHIPPER/EXPORT NCT SA PARQUE INDUSTRIAL LAS MERCEDES MODULO # 37-38 KM 12 1/2 CARRTERA NORTE MANAGUA, NICARAGUA TELF (505) 2 - 233 - 2438 / 33		DOCUMENT NO. <b>NYKS7300139080</b>	BA NUMBER <b>NT-AG-2013-329</b>
CONSIGNEE YS GARMENT INC. DBA NEXT LEVEL APPAREL 15730 SOUTH FIGUEROA STREET GARDENA, CA 90248 PH: (310)631-4955		EXPORT REFERENCE  NCT NL - 831(914) / NCT NL - 832(915)	
NOTIFY PARTY CAF WORLDWIDE INC. 154-09 146th Ave Jamaica, NY 11434  PH: (718)978-5858		FORWARDING AGENT REFERENCES NICATransport GROUP /(ASIMEX NICA-OPS) PH : 2254-5566 /CEL : 505 8904 5898 MANAGUA, NICARAGUA /CTC : LAUREN FONSECA  POINT AND COUNTRY OF ORIGIN MANAGUA, NICARAGUA  DOMESTIC ROUTING/EXPORT INSTRUCTIONS PLEASE ALSO NOTIFY CAF WORLDWIDE INC. 154-09 146th Ave  Jamaica, NY 11434 PH: (718)978-5858 ATN: TORIE /NICOLE	
PRE-CARRIAGE BY	PLACE OF RECEIPT MANAGUA, NICARAGUA	FINAL DESTINATION (FOR THE MERCHANT'S REFERENCE ONLY)	
OCEAN VESSEL/OYAGE	PORT OF LOADING CORINTO, NIC		
PORT OF DISCHARGE LOS ANGELES, CA	PLACE OF DELIVERY LOS ANGELES, CA		

**PARTICULARS FURNISHED BY SHIPPER**

MARKS AND NUMBERS	NO. OF CONT OR OTHER PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
AS ADDRESSED MANAGUA, NIC 1X40HC CONTAINER No. NYKU - 481045-7  SEAL NO. NIS 00001705  MERCHANDISE ORIGIN OF NICARAGUA	1,375 CTNS	<p>DRY CONTAINER SAID TO CONTAIN: SHIPPER'S LOAD &amp; COUNT &amp; SEALED</p> <p>SLIM FIT S/S CREW 100% COTTON (STYLE 3600)</p> <p>S/S CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6010)</p> <p>BASIC JR. CREW NECK S/S TEE 100% COTTON (STYLE 3900)</p> <p>TRIBLEND DOLMAN 50% POLY / 25% COTTON / 25% RAYON (STYLE 6760)</p> <p>GIRLS S/S CREW NECK 100% COTTON (STYLE 3710)</p> <p>SPANDEX JERSEY TANK 57% COTTON/ 38% POLY / 5% SPANDEX (STYLE 3533)</p> <p>S/S CREW NECK 60% COTTON /40% POLY (STYLE 6210)</p> <p>BOYS S/S CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6710)</p> <p>JUNIOR TRIBLEND TANK TOP 50% POLY / 25% COTTON / 25% RAYON (STYLE 6733)</p> <p>S/S SCOOP CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6730)</p> <p>S/S V NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6740)</p> <p>BOYS S/S CREW NECK TRIBLEND 50% POLY / 25% COTTON / 25% RAYON (STYLE 6310)</p> <p> DIFERENTS COLOURS AND SIZES TOTAL : 1,375 CTNS (97,976 PCS) INVOICE No NCT NL - 831(914) / NCT NL - 832(915)  SAY: 1X40'HC ONE CONTAINER ONLY SEA WAY BILL</p>	14,227.63 KG	57.77 CBM
" FREIGHT COLLECT "			LADEN ON BOARD	
"EXPRESS RELEASE "			DIC 17TH, 2013	
			NYK ENA V-113	

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OCEAN FREIGHT COLLECT AS ARRANGED				<p>Received by the Carrier from the shipper in apparent good order and condition unless otherwise indicated herein, the goods, or the container(s) or package(s) said to contain the cargo herein mentioned, to be carried subject to all the terms and conditions provided for on the face and back of this Bill of Lading by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, from the place of receipt or the port of loading to the port of discharge or the place of delivery shown herein and there to be delivered unto order or assigns.  In accounting this Bill of Lading, The Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped or printed, as fully as if signed by the Merchant, and local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagements for and in connection with the carriage of the goods are superseded by this Bill of Lading  In witness whereof, the undersigned, on behalf of CAF WORLDWIDE INC has signed three (3) Bill(s) of Lading stated above, all of this tenore and date, one of which being accomplished, the others to stand void.</p>
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